

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE BOOK 1627 PAGE 129

FILED
GREGORY & COMPANY, INC.
WHOM THESE PRESENTS MAY CONCERN

SEP 23 10 39 AM '83

WHEREAS, Harvey Earl Foxx and Bobbie Jean Foxx
R.H.C. SILEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Curtis Wren Spearman

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty-five Thousand and no/100 -----
----- Dollars (\$ 35,000.00) due and payable

September 1, 2003

with interest thereon from _____ at the rate of 11% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of _____

ALL that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, Welcome School District, being known and designated as Lot No. 31 of the property of James H. Campbell according to a plat thereof prepared by C. C. Jones, Engineer, June, 1951, and recorded in the RMC Office for Greenville County in Plat Book AA, at page 109, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Springfield Avenue, the joint front corner of Lots Nos. 30 and 31, which pin is 167.2 feet from the intersection of Springfield Avenue with Crescent Street, and running thence along the Eastern side of Springfield Avenue, N. 20-18 W. 80 feet to an iron pin at the corner of Lot No. 32; thence along the line of that lot, N. 69-42 E. 153.2 feet to the center line of a branch; thence down the branch as a line, in a southeasterly direction, 85 feet, more or less, to the rear corner of Lot No. 30; thence along the line of that lot, S. 69-42 W. 185.5 feet to the beginning corner.

THIS conveyance is made subject to all easements, restrictions, roadways, rights-of-way or other matters which may appear by examination of the public record or the premises herein.

THIS being the same property conveyed to the Mortgagors herein by deed of Curtis Wren Spearman, recorded in the RMC Office for Greenville County in Deed Book 1196, Page 988, on Sept. 23, 1983.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, ON SEP 23 1983 AT 10:39 AM

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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